

## Standard Use Agreement Form

This video gaming terminal use agreement, hereinafter referred to as the “agreement,” is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is made by and between \_\_\_\_\_, IGB License Number \_\_\_\_\_ (the “terminal operator”) and \_\_\_\_\_, d/b/a \_\_\_\_\_, and located at \_\_\_\_\_, IGB License Number \_\_\_\_\_ (the “video gaming location”), collectively referred to as “the parties.”

**Definitions:** Terms used in this agreement shall have the meanings ascribed to them by the video gaming law or this agreement. “Video gaming law” is defined to include the Video Gaming Act (Act), rules adopted thereunder, and the Riverboat Gambling Act and rules adopted thereunder that are made applicable to video gaming by the Video Gaming Act. Throughout this agreement, the word “shall” is used in a mandatory sense.

**Licensing:** As of the effective date of this agreement, the terminal operator affirms that it is licensed under the Act, and the establishment affirms that it is a licensed video gaming location under the Act. This agreement is not enforceable if either party is not licensed at the time of execution.

**Placement:** The terminal operator agrees that within the licensed video gaming location it shall install, maintain, and service \_\_\_\_\_ video gaming terminals as provided by this use agreement and a payout device using commercially reasonable efforts and in compliance with the video gaming law.

**Duration:** This agreement shall take effect on \_\_\_\_\_, and shall remain in effect until \_\_\_\_\_, but in no case shall this agreement be in effect longer than eight years. The agreement shall not automatically renew after its expiration date.

**No inducements:** The parties expressly acknowledge that nothing of value of any type was offered or accepted as an inducement or incentive for entering into this agreement, or for consenting to any of the terms of this agreement.

**Hold harmless provision:** The parties agree to indemnify and hold harmless the State of Illinois, the Illinois Gaming Board and its agents relative to any cause of action arising from this agreement.

**Limitation on assignments by terminal operator:** The terminal operator shall not assign this agreement to any person or entity other than another terminal operator licensed under the Act.

**Release of licensed video gaming location from contractual obligations:** The licensed video gaming location shall be released from any continuing contractual obligation to the terminal operator in the event that the terminal operator has its license revoked, denied, suspended, has its renewal denied, or surrenders its license.

**Signing and dating of agreement:** The terminal operator, licensed video gaming location and the person or persons who acted as sales agent or broker for this agreement, or otherwise solicited business from the licensed video gaming location on behalf of the terminal operator, shall sign and date this agreement in the signature section provided below.

**Additional provisions or amendments:** Any alterations, provisions, or amendments to this Use Agreement may be deemed valid only if they are consistent with and not contrary to the provisions of the Standard Use Agreement Form, or any provision in the video gaming law.

**Installation of video gaming terminals:** The video gaming terminals shall be installed, maintained, and serviced only by licensed terminal handlers and licensed technicians as defined in the video gaming law.

**Disputes:** The terminal operator and licensed video gaming location each acknowledge that the Illinois Gaming Board has authority to resolve disputes as to the validity or enforceability of this use agreement, or any portion thereof, through the petition procedures set forth in subsection (b) of 11 Ill. Adm. Code 1800.320.

Licensed Video Gaming Location	Terminal Operator	Sales Agent, Broker or other Solicitor of Business
_____ Printed Name	_____ Printed Name	_____ Printed Name
_____ Signature	_____ Signature	_____ Signature
_____ Date	_____ Date	_____ Date

*[The names of additional sales agents, brokers, or other solicitors of business shall be printed, signed, and dated here]*